

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RYAN BARRON, ET AL.

Plaintiffs,

v.

MICROMOBILITY.COM INC, ET AL.

Defendants.

CASE NO.: 20-CV-4703

DISCOVERY MATTER
PROPOSED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure by non-party Binance Holdings, Ltd. in this action may involve the production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Plaintiffs hereby stipulate to and petitions the court to enter the following proposed Protective Order. Plaintiffs acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles and the other restrictions included in this protective order. Plaintiffs further acknowledge, as set forth below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; The existing protective order and applicable Federal Rules sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

Plaintiff understands that Binance Holdings, Ltd. may provide information related to the holders of certain cryptocurrency accounts. This information may include the holders' names and

1 other identifying information such as physical addresses, IP addresses, transaction histories,
2 payment methods, and withdrawal destinations. This data should not be exposed to unauthorized
3 access or used for any purpose other than the prosecution of this litigation.

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5 Nothing in this Stipulated Protective Order shall be construed to require or mandate that
6 any Party disclose or produce privileged information or records that could be designated as
7 Confidential Documents/Protected Material hereunder.

8 **2. DEFINITIONS**

9 **2.1 Challenging Party:** a Party or Non-Party that challenges the designation of
10 information or items under this Order.

11 **2.2 "CONFIDENTIAL" Information or Items:** information (regardless of how it is
12 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
13 of Civil Procedure 26(c).

14 **2.3 Counsel of Record:** attorneys who are retained to represent or advise a party to
15 this action and have appeared in this action on behalf of that party or are affiliated with a law
16 firm which has appeared on behalf of that Party (as well as their support staff)

17 **2.4 Designating Party:** a Party or Non-Party that designates information or items that
18 it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

19 **2.5 Disclosure or Discovery Material:** all items or information, regardless of the
20 medium or manner in which it is generated, stored, or maintained (including, among other things,
21 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
22 responses to discovery in this matter.

23 **2.6 Expert:** a person with specialized knowledge or experience in a matter pertinent to
24 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
25 consultant in this action.

26 **2.7 Non-Party:** any natural person, partnership, corporation, association, or other legal
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1 entity not named as a Party to this action.

2 2.8 Outside Counsel of Record: attorneys who are not employees of a party to this
3 action but are retained to represent or advise a party to this action and have appeared in this
4 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
5 that party.

6 2.9 Party: any party to this action, including all of its officers, directors, employees,
7 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

8 2.10 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
9 Material in this action.

10 2.11 Professional Vendors: persons or entities that provide litigation support services
11 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
12 organizing, storing, or retrieving data in any form or medium) and their employees and
13 subcontractors.

14 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
15 “CONFIDENTIAL.”

16 2.14 Receiving Party: a Party that receives Disclosure or Discovery
17 Material. Disclosure or Discovery Material received by any Counsel of Record shall be
18 provided to all the other Counsel of Record and they all shall be considered Receiving Parties.

19 3. SCOPE

20 The protections conferred by this Stipulation and Order cover not only Protected Material
21 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
22 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
23 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
24 However, the protections conferred by this Stipulation and Order do not cover the following
25 information: (a) any information that is in the public domain at the time of disclosure to a
26 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
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1 a result of publication not involving a violation of this Order, including becoming part of the
2 public record through trial or otherwise; and (b) any information known to the Receiving Party
3 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
4 obtained the information lawfully and under no obligation of confidentiality to the Designating
5 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

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7 4. DURATION

8 Even after final disposition of this litigation, the confidentiality obligations imposed by
9 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
10 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
11 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after
12 the completion and exhaustion of all appeals, rehearing, remands, trials, or reviews of this action.

13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
15 or Non-Party that designates information or items for protection under this Order must take care
16 to limit any such designation to specific material that qualifies under the appropriate standards.
17 The Designating Party must designate for protection only those parts of material, documents,
18 items, or oral or written communications that qualify – so that other portions of the material,
19 documents, items, or communications for which protection is not warranted are not swept
20 unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
22 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
23 unnecessarily encumber or retard the case development process or to impose unnecessary
24 expenses and burdens on other parties) expose the Designating Party to sanctions.

25 If it comes to a Party's or a non-party's attention that information or items that it
26 designated for protection do not qualify for protection at all, or do not qualify for the level of
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1 protection initially asserted, that Party or non-party must promptly notify all other parties that it
2 is withdrawing the mistaken designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order,
4 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
5 protection under this Order must be clearly so designated before the material is disclosed or
6 produced.

7 Designation in conformity with this Order requires:

8 (a) For information in documentary form, (e.g., paper or electronic documents, but
9 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
10 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only
11 a portion or portions of the material on a page qualifies for protection, the Producing Party also
12 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
13 margins).

14 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
15 Designating Party identify on the record, before the close of the deposition, hearing, or other
16 proceeding, all protected testimony.

17 (c) for information produced in some form other than documentary and for any other
18 tangible items, that the Producing Party affix in a prominent place on the exterior of the
19 container or containers in which the information or item is stored the legend
20 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
21 the Producing Party, to the extent practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
23 designate qualified information or items does not, standing alone, waive the Designating Party’s
24 right to secure protection under this Order for such material. Upon timely correction of a
25 designation, the Receiving Party must make reasonable efforts to assure that the material is
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1 treated in accordance with the provisions of this Order.

2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
4 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
5 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
6 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
7 challenge a confidentiality designation by electing not to mount a challenge promptly after the
8 original designation is disclosed.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
10 process by providing written notice of each designation it is challenging and describing the basis
11 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
12 notice must recite that the challenge to confidentiality is being made in accordance with this
13 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
14 good faith and must begin the process by conferring directly (in voice-to-voice dialogue or by
15 email) within 14 days of the date of service of notice. In conferring, the Challenging Party must
16 explain the basis for its belief that the confidentiality designation was not proper and must give
17 the Designating Party an opportunity to review the designated material, to reconsider the
18 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
19 designation. A Challenging Party may proceed to the next stage of the challenge process only if
20 it has engaged in this meet and confer process first or establishes that the Designating Party is
21 unwilling to participate in the meet and confer process in a timely manner.

22 6.3 Judicial Intervention. If the Challenging Party and the Designating Party cannot
23 resolve a challenge without court intervention, the Challenging Party shall file and serve a
24 motion challenging a confidentiality designation pursuant to the Court's individual rules and the
25 existing protective order in this case within 21 days of the initial notice of challenge or within 14
26 days of the parties agreeing that the meet and confer
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1 process will not resolve their dispute, whichever is later, including a challenge to the designation
2 of a deposition transcript or any portions thereof. Each such motion must be accompanied by a
3 competent declaration affirming that the movant has complied with the meet and confer
4 requirements imposed in the preceding paragraph. Failure by the Challenging Party to make such
5 a motion including the required declaration within 21 days (or 14 days, if applicable) shall
6 automatically waive the objection to the confidentiality designation for each challenged
7 designation.
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9 The burden of persuasion in any such challenge proceeding shall be on the Challenging
10 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
11 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
12 sanctions. All parties shall continue to afford the material in question the level of protection to
13 which it is entitled under the Producing Party's designation until the court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
16 or produced by another Party or by a Non-Party in connection with this case only for preparing,
17 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
18 disclosed only to the categories of persons and under the conditions described in this Order.
19 When the litigation has been terminated, a Receiving Party must comply with the provisions of
20 section 14 below (FINAL DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a location and
22 in a secure manner that ensures that access is limited to the persons authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
24 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
25 disclose any information or item designated "CONFIDENTIAL" only to:

- 26 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
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1 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
2 information for this litigation, each of whom, by accepting receipt of such Protected Material,
3 agree to be bound by this Stipulation and Order;

4 (b) The employees of the Receiving Party to whom disclosure is reasonably necessary
5 for this litigation – each of whom, by accepting receipt of such Protected Material, agree to be
6 bound by this Stipulation and Order;

7 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this litigation – each of whom, by accepting receipt of
9 such Protected Material, agree to be bound by this Stipulation and Order;

10 (d) the court and its personnel;

11 (e) court reporters, their staffs, and Professional Vendors to whom disclosure is
12 reasonably necessary for this litigation – each of whom, by accepting receipt of such Protected
13 Material, agree to be bound by this Stipulation and Order;

14 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
15 necessary – each of whom, by accepting receipt of such Protected Material, agree to be bound by
16 this Stipulation and Order. Pages of transcribed deposition testimony or exhibits to depositions
17 that reveal Protected Material must be separately bound by the court reporter and may not be
18 disclosed to anyone except as permitted under this Stipulation for Protective Order.

19 (g) the author or recipient of a document containing the information or a custodian or
20 other person who otherwise possessed or knew the information.

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
22 LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation that compels
24 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that
25 Party must:
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1 (a) promptly notify in writing the Designating Party. Such notification shall include a
2 copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to issue in
4 the other litigation that some or all of the material covered by the subpoena or order is subject to
5 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
6 and;

7 (c) cooperate with respect to all reasonable procedures sought to be pursued by all
8 sides in any such situation, while adhering to the terms of this order.
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10 If the Designating Party timely seeks a protective order, the Party served with the
11 subpoena or court order shall not produce any information designated in this action as
12 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
13 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party
14 shall bear the burden and expense of seeking protection in that court of its confidential material –
15 and nothing in these provisions should be construed as authorizing or encouraging a Receiving
16 Party in this action to disobey a lawful directive from another court.

17 The purpose of this section is to ensure that the affected Party has a meaningful
18 opportunity to preserve its confidentiality interests in the court from which the subpoena or court
19 order issued.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
21 LITIGATION

22 (a) The terms of this Stipulation and Order are applicable to information produced by
23 a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced by
24 Non-Parties in connection with this litigation is protected by the remedies and relief provided by
25 this Stipulation and Order. Nothing in these provisions should be construed as prohibiting a Non-
26 Party from seeking additional protections.
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1 (b) In the event that a Party is required, by a valid discovery request, to produce a
2 Non-Party's confidential information in its possession, and the Party is subject to an agreement
3 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

4 (1) promptly notify in writing the Requesting Party and the Non-Party that some
5 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order
7 in this litigation, the relevant discovery request(s), and a reasonably specific description of the
8 information requested; and

9 (3) make the information requested available for inspection by the Non-Party.

10 (c) If the Non-Party fails to object or seek a protective order from this court within 14
11 days of receiving the notice and accompanying information, the Receiving Party may produce
12 the Non-Party's confidential information responsive to the discovery request. If the Non-Party
13 timely seeks a protective order, the Receiving Party shall not produce any information in its
14 possession or control that is subject to the confidentiality agreement with the Non-Party before a
15 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
16 burden and expense of seeking protection in this court of its Protected Material.

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18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
20 Material to any person or in any circumstance not authorized under this Stipulation and Order,
21 the Receiving Party must immediately (a) notify in writing the Designating Party of the
22 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material,
23 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
24 this Order, and (d) request such person or persons consent to be bound by the Stipulation and
25 Order.

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
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1 MATERIAL

2 When a Producing Party gives notice to Receiving Parties that certain inadvertently
3 produced material is subject to a claim of privilege or other protection, the obligations of the
4 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
5 provision is not intended to modify whatever procedure may be established in an e-discovery
6 order that provides for production without prior privilege review. Pursuant to Federal Rule of
7 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
8 communication or information covered by the attorney-client privilege or work product
9 protection, the parties may incorporate their agreement in the stipulated protective order
10 submitted to the court.
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12 12. MISCELLANEOUS

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
14 seek its modification by the court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
16 Order no Party waives any right it otherwise would have to object to disclosing or producing any
17 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
18 no Party waives any right to object on any ground to use in evidence of any of the material
19 covered by this Protective Order.

20 12.3 Filing Protected Material. Without written permission from the Designating Party
21 or a court order secured after appropriate notice to all interested persons, a Party may not file in
22 the public record in this action any Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with the Federal Rules and the Confidentiality Order already in
24 place in this case. Protected Material may only be filed under seal pursuant to a court order
25 authorizing the sealing of the specific Protected Material at issue. A sealing order will issue only
26 upon a request establishing that the Protected Material at issue is privileged, protectable as a
27 trade secret, or otherwise entitled to protection under the law. If a
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1 Receiving Party's request to file Protected Material under seal is denied by the court, then the
2 Receiving Party may file the information in the public record unless otherwise instructed by the
3 court.

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5 13. PUBLICATION OF PROTECTED MATERIAL

6 13.1 Filing of Protected Material. Without advance written permission from the
7 Designating Party, or a court order secured after appropriate notice to all interested persons, a
8 Receiving Party may not file in the public record in this action any Protected Material. A Party
9 that seeks to file under seal any Protected Material must comply with applicable Local Rules
10 and the existing protective order in this case, to the extent applicable.

11 13.2 Public Dissemination of Protected Material. A Receiving Party shall not publish,
12 release, post, or disseminate Protected Material to any persons except those specifically
13 delineated and authorized by this Stipulation and Order; nor shall a Receiving Party publish,
14 release, leak, post, or disseminate Protected Material/Confidential Documents to any news
15 media, member of the press, website, or public forum (except as permitted regarding filings with
16 the court in this action and under seal).

17 14. FINAL DISPOSITION

18 Within 60 days after the final disposition of this action, each Receiving Party must return
19 all Protected Material to the Producing Party or destroy such material. As used in this
20 subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and
21 any other format reproducing or capturing any of the Protected Material. Whether the Protected
22 Material is returned or destroyed, the Receiving Party must submit a written certification to the
23 Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day
24 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was
25 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
26 abstracts, compilations, summaries or any other format reproducing or capturing any of the
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1 Protected Material. Notwithstanding this provision, Counsel is entitled to retain an archival copy
2 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
3 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
4 consultant and expert work product, even if such materials contain Protected Material. Any such
5 archival copies that contain or constitute Protected Material remain subject to this Protective
6 Order as set forth in Section 4.
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9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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11 DATED: February 7, 2025 s\ Michael Kanovitz

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13 Attorney for Plaintiff

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15 DATED: February, 11, 2025 s\ Thomas McKay

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17 Attorney for Non-Party Binance Holdings, Ltd.
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19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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21 DATED: New York, NY February 11, 2025

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23  P. J. Bristol, VSDJ
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